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October 25, 2007

**ECF Filed**

The Honorable Leonard B. Sand, U.S.D.J.  
United States District Court for the Southern District of New York  
500 Pearl Street  
New York, NY 10007

**Re: *Exportaciones del Futuro S.A. de C.V. v. Iconix Brand Group, Inc., et al.*,  
Index No. 07 CIVIL 4145 (LBS)  
Request for Amendment of Order and Judgment**

Dear Judge Sand:

We represent plaintiff and are writing to request, pursuant to Rule 59(e), that the Court reconsider and amend its Order and Judgment dismissing Plaintiff's complaint to address two claims for relief that defendant moved to dismiss but which are not mentioned in the Order and Judgment. Plaintiff also requests that the Court amend the Order and Judgment to allow Plaintiff to amend the Complaint.

Plaintiff asserted three claims for relief: (1) breach of contract; (2) interference by Defendant Iconix with the contract; and (3) interference with prospective business advantage between Plaintiff and Future Exports, Inc., a non-party. (The Complaint is attached as Exhibit A.) The Order states that "all claims" are dismissed, but does not explain whether or why the second and third claims are dismissed. (The Order is attached as Exhibit B.) In particular, the third claim for relief (interference with prospective business advantage) does not depend on the existence of the contract which this Court held was subject to a statute of frauds defense. Plaintiff therefore respectfully requests that the Court amend its Order and Judgment to state whether and for what reasons the Court dismissed the second and third claims for relief.

Plaintiff also requests leave to amend the Complaint to allege facts to satisfy the statute of frauds standard stated by this Court, consisting of new paragraphs 26, 27, and 28, as well as a new paragraph in the third claim:

- 1) Defendants signed the contract between the parties,
- 2) The contract was the execution copy and defendants kept it;
- 3) The contract that Defendants signed was in writing and contained all the terms of contract (thereby satisfying the Statute of Frauds as well as the *Adjustrite* factors); and;

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- 4) Plaintiff would have entered into one or more agreements with Future Exports had Defendants not interfered with the business relationship.

(Amended Complaint is Exhibit C.)

Respectfully,



Jared B. Stamell

cc: Debra Karlstein, Esq.